

**CITY OF MILPITAS  
ENGINEERING DIVISION  
BID SUMMARY**

**Job Title: Coyote Creek Trail, Reach 1**  
**Project No.: 4206**  
**Bid Date: January 21, 2005**

	Engineer's Estimate	GradeTech	Wattis Construction Co.	Gordon N. Ball	O.C. Jones & Sons	ESR Construction	O'Grady Paving
<b>BASE BID TOTAL</b>	\$575,000.00	\$448,800.00	\$556,171.00	\$562,830.00	\$569,285.00	\$672,450.00	\$728,260.00

Apparent Lowest Bidder

**Bid Alternate Items**

<b>Bid Add Alternate #1A</b> Trail extension south of Ranch Drive	\$97,500.00	\$91,000.00	\$101,140.00	\$105,000.00	\$132,000.00	\$145,000.00	\$100,000.00
<b>Bid Add Alternate #1B</b> Amenities at Ranch Drive	\$51,450.00	\$57,000.00	\$80,840.00	\$16,000.00	\$65,000.00	\$70,000.00	\$80,000.00
<b>Bid Add Alternate #2</b> Increased trail paving section	\$200,500.00	\$198,000.00	\$86,580.00	\$130,000.00	\$200,000.00	\$180,000.00	\$340,000.00
<b>Bid Add Alternate #3</b> Fencing at Cottonwood entry	\$29,400.00	\$34,000.00	\$28,420.00	\$27,500.00	\$50,000.00	\$40,000.00	\$25,000.00

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**City of Milpitas, California**

Budget # \_\_\_\_\_  
Refer # \_\_\_\_\_

**BUDGET CHANGE FORM**

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
<input checked="" type="checkbox"/> Budget Appropriation	311-9514206153760	\$86,280	311-951420614800	\$20,000
<input type="checkbox"/> Budget Transfer	311-9514206153564	\$160,412	311-951420644800	\$10,000
			311-951420674800	\$216,692

**Explain the reason for the budget change:**

Coyote Creek Trail, Reach 1 is included in the current five-year Capital Improvement Program (CIP). The completed project will provide a pedestrian and bicycle trail along Coyote Creek that extends from North McCarthy Boulevard at Coyote Creek to the Ranch Drive cul-de-sac.

The VTA has agreed to transfer \$160,412 in Measure B funds from the Pedestrian-Bicycle Overcrossing project to Coyote Creek Trail Reach 1. In addition, as part of the Veritas development on North McCarthy Boulevard, the City received a contribution of \$17,380 towards Coyote Creek Trail. The Santa Clara Valley Water District has also negotiated a cost share agreement with the City, which provides a contribution of \$68,900 to fund some additional levee work requested by the District.

Approve an appropriation of \$246,692, which includes \$160,412 in Measure B funds, \$17,380 in developer contributions, and \$68,900 in Santa Clara Valley Water District funding, to CIP 4206, Coyote Creek Trail-Reach 1 Project.

☒ Check if City Council Approval required.

Meeting Date: February 1, 2005

Itemization of funds, if needed:			Amount
Requested by:	Division Head:	Date:	
	Department Head:	Date:	
Reviewed by:	Finance Director: <i>Jim C. Kane</i>	Date: <i>1/28/05</i>	
Approved by:	City Manager:	Date:	
Date approved by City Council, if required:			Confirmed by:

# DRAFT

## **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY 1996 MEASURE B BICYCLE PROGRAM FUND TRANSFER AGREEMENT**

This Cooperative Agreement (Agreement) is made as of \_\_\_\_\_, 2005, between the Santa Clara Valley Transportation Authority (VTA) and the City of Milpitas (Member Agency).

This Agreement is made with reference to the following facts:

- A. On November 5, 1996, the voters of Santa Clara County enacted by majority vote the 1996 Measure A Sales Tax program and the 1996 Measure B sales tax. The 1996 Measure B program included \$12 million for bicycle projects in Santa Clara County.
- B. The VTA Board of Directors adopted the Santa Clara Countywide Bicycle Plan on September 10, 2002, which included the Tier 1 priority list of bicycle projects.
- C. The Tier 1 bicycle projects will be funded out of the Bicycle Expenditure Program that was adopted by the VTA Board of Directors on August 3, 2000.
- D. The Bicycle Expenditure Program is a ten-year \$32 million funding program for the Tier 1 projects in the Santa Clara Countywide Bicycle Plan.
- E. The Santa Clara County Board of Supervisors approved the Measure B Bicycle Program on August 17, 2000.
- F. VTA has been designated by the County of Santa Clara as the Program Manager for the 1996 Measure B Bicycle Program, and is responsible for disbursing Measure B Bicycle Program funds.
- G. This Agreement specifies the conditions under which VTA will disburse Measure B Bicycle Program funds to the Member Agency for the Coyote Creek Trail, Reach 1 Project.

### **Section 1. Project Description**

The Member Agency will complete Coyote Creek Trail, Reach 1 (referred to herein as "Project"). The project location is shown in Attachment A.

### **Section 2. Award of Measure B Bicycle Funds**

\$160,412 in Measure B Bicycle Program funds will be provided to the Member Agency for implementation of the Project.

### **Section 3. Minimum Local Match**

The Member Agency agrees to provide a local match equal to at least 20% of the total project cost, as shown in Attachment B. The local match shall not include funds from the following sources:

- a) Transportation Development Act Article 3 30% set-aside for the Bicycle Expenditure Program
- b) Transportation Fund for Clean Air Program Manager 50% set-aside for the Bicycle Expenditure Program
- c) Transportation Equity Act for the 21<sup>st</sup> Century Enhancements 2<sup>nd</sup> Cycle set aside for the Bicycle Expenditure Program
- d) Any other funds approved by the VTA Board of Directors as being dedicated to the Bicycle Expenditure Program

### **Section 4. Bicycle Technical Guidelines' Standards**

The Member Agency shall ensure that the Project will comply with the standards in the Bicycle Technical Guidelines adopted by the VTA Board of Directors in September 1999, unless compliance would result in extraordinary cost and/or environmental impacts.

### **Section 5. Review of Plans**

The Member Agency shall provide two copies of the 35% Plans, Specifications and Estimates (PSE) of the Project to VTA as soon as they are available.

### **Section 6. Administrative Costs**

The Member Agency's allowable administrative costs for the Project are limited to 5% of the Measure B Bicycle funding.

### **Section 7. Reimbursements**

Any costs incurred for the Project before full execution of this Agreement are not eligible for reimbursement. The Member Agency shall submit invoices to VTA with documentation of costs incurred during the invoice period, using the form shown in Attachment C. VTA shall pay the Member Agency within thirty days after receipt of each invoice and to continue making such payments until the Project is complete or the Measure B Bicycle fund contribution is fully invoiced; whichever occurs first.

### **Section 8. Monitoring and Status Reports**

The Member Agency shall submit yearly-basis financial and implementation status reports to VTA by August 1 of each year. Each report shall itemize the obligation and expenditure of funds, and the progress to date in the implementation of the Project.

## **Section 9. Audit**

The Member Agency shall retain all books, documents, papers, accounting records and other evidence pertaining to costs for three years after completion of the Project. The Member Agency shall also allow VTA or an independent auditor selected by VTA to audit all expenditures relating to the Project and to require all recipients of funds allocated under this Agreement to fully cooperate with such audits, within three years of the date of the final payment to the Member Agency.

## **Section 10. Marketing and Public Relations**

The Member Agency shall use VTA-approved and County of Santa Clara-approved logos and signage for the Project as shown in Attachment D on signs posted at the site of all construction. The logos shall be used on any printed material intended for public dissemination associated with the Project, including but not limited to brochures, handbooks, schedules, maps, and promotional materials. The Member Agency shall credit the VTA as the Program Manager and the County of Santa Clara as the funding source in any related articles, news releases, or other publicity materials that are produced by the Member Agency for the Project.

## **Sections 11. Notices**

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Carolyn M. Gonot  
Chief Development Officer  
Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, CA 95134

Greg Armendariz  
Asst. City Engineer  
City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035

## **Section 12. Staff Liaisons**

Liaison with the Member Agency with regard to the day-to-day activities of the Project shall be with Steve Erickson/Gail Seeds in the Engineering Division. Liaison with the VTA with regard to the day-to-day activities of the Project shall be with Celia Chung. Notification of change of status of contact persons shall be made in writing within thirty 30 days.

### **Section 13. Member Agency Liability**

Neither party nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of the acts or omissions of the other party under this Funding Agreement. Pursuant to Government Code Section 895.4, each party shall defend, with counsel acceptable to the other, indemnify, and save harmless, the other party, its officers and employees, from all claims, suits or actions for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of the acts or omissions of such indemnifying party under this Funding Agreement.

### **Section 14. Additional Terms and Conditions**

- A. The Member Agency shall fully expend Measure B Bicycle Program funds by June 30, 2006.
- B. This Agreement shall terminate on June 30, 2006, unless all parties agree, in writing, to an extension.
- C. No alternation or variation of the terms of this Cooperative Agreement shall be valid unless made in writing and signed by both of the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

**City of Milpitas  
(Member Agency)**

**SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY  
(VTA)**

\_\_\_\_\_  
City Manager (Acting)

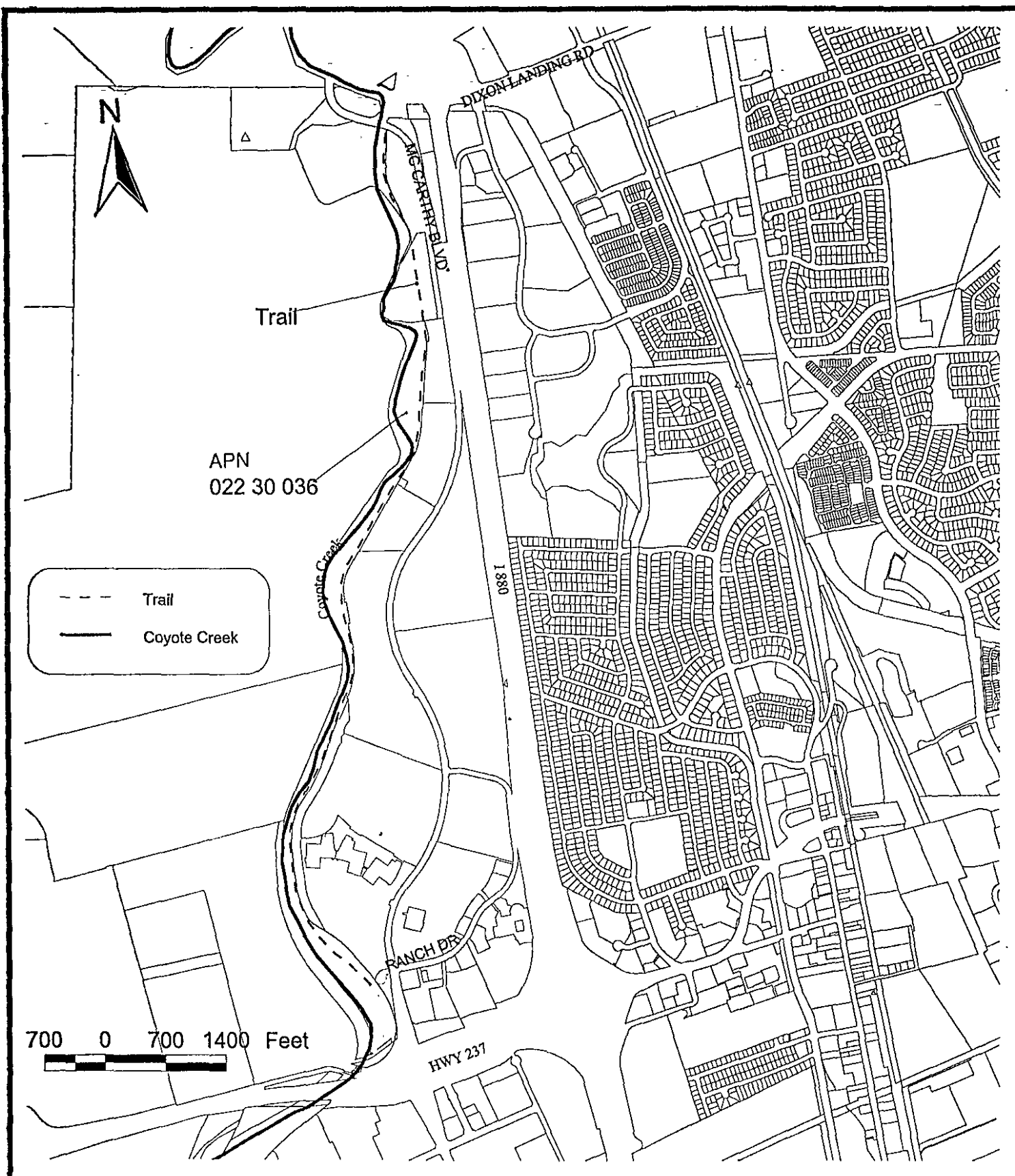
\_\_\_\_\_  
Peter M. Cipolla, General Manager

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Counsel



C:\Arcnew\data\Wdy - Exhibit (Exhibit-Sam)

### Coyote Creek Trail Reach 1 :

**ATTACHMENT**

# A